



**The Comptroller General
of the United States**

Washington, D.C. 20548

Gilinsky

Decision

Matter of: GTA Containers, Inc.

File: B-234395.3

Date: July 12, 1989

DIGEST

Bidder's request to increase its bid price after bid opening constitutes a refusal to extend its bid acceptance period, rendering it ineligible for award.

DECISION

GTA Containers, Inc., protests the rejection of its bid and the award of a contract to any other bidder under invitation for bids (IFB) No. DAAK01-88-B-B034, issued by the U.S. Army Troop Support Command for 500 gallon, drinking water, collapsible, fabric drums. GTA contends that the contracting officer improperly refused to accept its bid extension, which included a price increase, and discriminated against it as a small disadvantaged business by failing to inform it of another protest filed under the IFB, by improperly delaying award under the IFB.

We deny the protest.

Three bids were received by the June 30, 1988, bid opening date. After the low bidder was determined to be nonresponsive, the contracting officer requested a preaward survey on GTA, the second low bidder. Based on the results of the survey, the contracting officer determined GTA was nonresponsive and referred the matter to the Small Business Administration (SBA) for consideration under the certificate of competency procedures. By letter dated December 14, received by the Army on December 21, the SBA certified that GTA was responsible to perform under the IFB. Since several months had lapsed since the initial preaward survey for the low bidder, the contracting officer decided to confirm that factors in the previous survey remained unchanged. Subsequently, the low bidder filed a protest with our Office, (which was dismissed on February 21, 1989), protesting the delay in making an award and requesting a resolicitation.

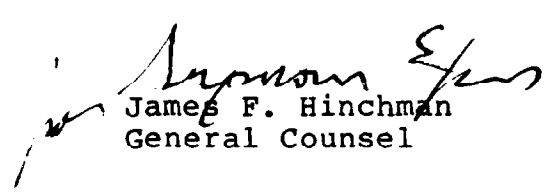
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By letter dated March 2, the contracting officer notified GTA that the protest had been dismissed and asked GTA to "reconfirm your bid quote," since all bids had expired. GTA, by letter dated March 13, noted that because its suppliers had increased their prices, its original bid price was no longer valid, and submitted increased prices for bid line items.

In our view, GTA's request for a price increase constituted a refusal to extend the acceptance period of its original bid. Bidders are not permitted to revise their bid prices when granting an extension, since to do so would be tantamount to submitting a second bid after bid opening contrary to competitive bidding principles. S.J. Groves & Sons Co., B-207172, Nov. 9, 1982, 82-2 CPD ¶ 423. Therefore, we can only view GTA's March 13 letter as an attempt to submit a new bid and a refusal to extend the bid as originally submitted. See Steenmeyer Corp., 61 Comp. Gen. 384 (1982), 82-1 CPD ¶ 445. Since that original bid has expired, GTA is not eligible to receive award based on that bid and, as indicated above, may not have a bid based on revised prices considered for award.

To the extent that GTA contends the Army was biased against it because it was a small disadvantaged business, we find no evidence of such prejudice in the procurement record. Contrary to GTA's allegation, the Army explicitly states that the contracting officer orally notified GTA of the other protest filed under the IFB, briefly explained its content, and informed GTA that it could provide comments if desired. Concerning GTA's allegation that award under the IFB was improperly delayed, we previously noted that the delay in making award was caused by considering the responsibility of various bidders, and held that the delay in awarding a contract was purely a matter of procedure which alone did not provide a basis of protest. See American Fuel Cell and Coated Fabrics Co., B-234395, Feb. 21, 1989, 89-1 CPD ¶ 183, aff'd on reconsideration, B-234395.2, Mar. 21, 1989, 89-1 CPD ¶ 290.

The protest is denied. In view of our resolution of the protest, GTA's claim for costs is denied. See Proper Mfg. Co., Inc., et al., B-233321 et al., Jan. 23, 1989, 89-1 CPD ¶ 58.


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General Counsel